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**D'ARCY M CASHIN**  
705 NATIONAL STANDARD BUILDING  
HOUSTON TEXAS

Joplin, Missouri  
November 4, 1942

Mr. George R Brown  
Brown & Root, Inc.  
P. O. Box 3  
Houston, Texas

40115100



Dear Mr. Brown:

Enclosed, herewith, please find copy of the tentative agreement made here today by Ben D. Reynolds, representing the Independent Gravel Company and myself as agent for you.

You will note that this agreement provides that we shall sign a definite contract with reference to this matter prior to our starting construction of a central mill. I thought it better to arrange the contract in this way since there will be many questions come up in connection with this matter later on and prior to the construction of the mill such as, who shall build the chat and rock reconditioning plants, facilities for loading these materials on cars, etc. These questions can better be met later when and if we decide to go through with the construction of the mill. You will note that I have provided in the contract that either party can construct these facilities. The chances are, however, that in the event we construct the mill, we may want also to supply these various other units and facilities and could finance them at the same time that we finance the central mill through the government.

I am, also, enclosing herewith an exact copy of Mr. Ben D. Reynold's letters to me of October 5th, which you have already read, and of his letter of November 3rd which letter as you note takes into account, in the third paragraph, the question of any material Brown & Root would wish to purchase from this property. Mr. Reynolds set a handling charge of 5¢ a ton which would go to the Independent Gravel Company and at that time I did not question this amount as it was entirely a question as to whether or not we would use this proposal. However, it was my intention to incorporate it in the tentative agreement which we have made today with Mr. Reynolds and through some oversight, Mr. McPherson did not include it. However, I can have this paragraph included in the tentative agreement or a modification of same if you so desire.

I would suggest that you telegraph me after you have studied this tentative agreement and have made a note of such changes, if any, that you wish to have inserted in the agreement. In your telegram you can advise me at what time you can telephone me at Spencer & McPherson's office, the telephone number being 20 Joplin. I will then make a point of having Ben Reynolds and Mr. McPherson in the office with me and we can readily arrive at an agreement satisfactory to all concerned. I can then get this matter closed up and have our leases signed before Mr. Ben Reynolds leaves town.

While the above mentioned agreement may not be as favorable as I would like to see it, when you take into account the fact that the Independent Gravel Company and the Reynolds family control approximately a thousand acres in

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the best part of our area and in closing with them, they also undertake to have the American Lead and Zinc sign our contract for several hundred more acres, I think I have made a good trade with some darn tough traders. In fact Easley and the others here are surprised that I closed at all.

You will also find enclosed a rough copy of our field map. The scale of this map is 1 inch equals 800 feet. This map will later be used as a general structural and lease map. However, I had some direct lines made in advance of completion of the map so that I might have a map to work on myself and which would, also, not give too much information to the land-owners when they inspect same.

On this lease map you will note some acreage colored in solid red. This is acreage that is already signed up and closed. It consists of 1,560 acres.

You will notice on the map some leases having diagonal red lines. These are leases in the process of closing but that have not been definitely closed due to the fact that descriptions in some cases are not accurate, or it may be that one signature out of several has not been secured but which we have every reason to believe will be forthcoming, etc. The acreage in this classification consists of 1,950 acres.

The acreage which has diagonal crosses consists of leases that are also in the process of closing but in a less advanced stage than the leases with diagonal red lines. For instance in such a classification are the leases belonging to the Independent Gravel Company, Reynolds et al. These leases, as you have been told, will be signed as soon as the tentative agreement is closed. Acreage in this classification consists of 3,280 acres.

On the map you will note 120 acres in the west half of Section 34, Township 28 North, 32 West in the extreme southeast corner of the map (three 40 acre tracts) labelled Trinity Zinc & Lead. This is the acreage that I mentioned to you in my letter of October 27th and also spoke to you yesterday about on the telephone where the title to the property is bad and we would probably have to bring suit to quiet title. I had hoped to obtain the title to the mineral fee in exchange for clearing this. However, Mr. Easley contacted this man today and he stated that he was willing to give us a ten year lease on the property with no bonus provided we would bring suit to quiet title. Easley tells me that this will cost about \$75.00. I told him to go ahead and close it as I know practically everybody in this vicinity has been trying to secure this acreage and have had no luck. I am sure you will be glad to secure a ten year lease on this property, paying a 5% royalty to the legitimate owner, as this would be the only royalty we would pay.

On the four above mentioned classifications, this gives us a total acreage of 6,880 acres

In addition to this acreage, there are about 1520 acres that is blank on the map that I would like to get, if I can. However, I will probably get fifty per cent of this. If I do, we will have in excess of 7,500 acres in the area and it is in a fairly solid block. This can be better appreciated, of course,

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when the map is colored in solid. As I am in a hurry to get this to you, I will not have time to do so tonight.

Of course you understand that I am having all descriptions and contracts checked before they go into escrow in the bank. I will not attempt to examine abstracts however until we start actual mining operations, unless you advise otherwise.

The enclosed clipping is of interest to you. It was necessary to have this meeting of the board of directors of the Webb City Drainage Association in order to carry through our project. We had to have this association perpetuated so that we might make a contract with them and inherit their rights under the drainage district. The directors are, as you notice, A. D. Hatton. He is one of the major property owners, owns the Webb City Bank and is Mr. Basley's father-in-law. Guy H. Waring operates the Cronoga Circle, the power shovel property that you visited while here. He is also a large landowner in the vicinity. W. C. Burch owns and represents many large properties, such as the Missouri Zinc Fields. I employed him you will remember to check descriptions and contracts for accuracy and to pick up odd leases from outside landowners. Ben D. Reynolds to whom you spoke over the telephone this afternoon is, as you know, General Manager of the Independent Gravel Company and George Madleigh is General Manager of the Connor Investment Company and has already turned over to us leases on the Connor Estate lands.

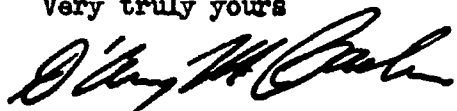
Work on the report is progressing slowly but satisfactorily. It may be finished in two weeks but Stewart has set three weeks. However, when I get this leasing out of the way, I can stay in such close contact with the report that I think I can hustle it along faster.

It is my belief, Mr. Brown, that when we have finished assembling our block, have the reports in hand that I expect to have and the approval of the W. P. B. has been obtained on our proposition, we will have something that will have a sales value of several million dollars. I believe this can be said entirely without exaggeration.

When I saw you last in Houston, you said that you would have Mr. Butler prepare a letter for your signature stating that I would receive a 25% carried interest in this project. Mr Butler must have overlooked your instructions because to date I have not received the letter. I would greatly appreciate your reminding him to send it to me at his earliest convenience.

Thanking you sincerely and with kindest regards from Mrs. Cashin and myself, I am,

Very truly yours



Darcy M. Cashin

DMC/MRC

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